

ENTERED

April 14, 2016

David J. Bradley, Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**CAPITAL ONE FINANCIAL
CORPORATION,

Plaintiff,

VS.

CAPITAL ONE INVESTMENTS, LLC,

Defendant.

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CIVIL ACTION NO. H-15-03262

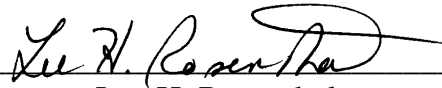
**FINAL DEFAULT JUDGMENT ENTERING INJUNCTION
AND ORDERING PAYMENT OF ATTORNEY'S FEES**

Capital One Financial Corporation has moved for final default judgment in this trademark-infringement suit against Capital One Investments, LLC, the defendant. The record shows that Capital One Investments was served with process in this action and failed to file a responsive pleading or otherwise defend. Default was entered on February 23, 2016. Capital One Financial has submitted documents and affidavits supporting its claim, including for reasonable attorney's fees. The court grants the motion and issues final default judgment against Capital One Investments, as follows:

- a. The court finds and concludes that Capital One Investments' use and corporate registration of the Capital One Investment mark and name infringes Capital One Financial's mark and is dilution and unfair competition;
- b. The court permanently enjoins Capital One Investments from using, registering, or seeking to register any name, mark, trade name, company name, source identifier, or designation comprised of or containing the Capital One mark (including Capital One Investments and Capital One Investments, LLC) or confusingly similar or dilutive marks, names, identifiers, or designations; from representing that Capital One Investments, its services and/or goods, its activities originate from, are sponsored by, or are associated, affiliated, or connected with Capital One Financial, and from assisting, aiding, abetting other persons or business entities in engaging in or performing the activities listed in paragraph (b).

- c. The court orders Capital One Investments promptly to cease using and to destroy products, packing, signage, advertisements, promotional material, stationary, forms, or materials that contain or bear the Capital One or Capital One Investments mark and name, or other name, mark, trade name, company name, source identifier, or designation that contains or is confusingly similar to the Capital One or the Capital One Investments mark; and
- d. The court further orders the defendant to pay Capital One Financial reasonable attorney's fees and costs of court in the amount of \$15,434.69.

SIGNED on April 14, 2016, at Houston, Texas.

A handwritten signature in black ink, appearing to read "Lee H. Rosenthal", is written over a horizontal line.

Lee H. Rosenthal
United States District Judge